


1. **HOURS OF OPERATION.** Hours of operation will be subject to change from time to time, at the Club's sole discretion, without recourse by member according to periodic postings at the Club. The Club may be closed on holidays at the Club's sole discretion.
2. **CLUB CHECK-IN.** All members upon entering the Club are required to check in at the service desk on each visit.
3. **GUEST PRIVILEGES.** All "in-town" and "out-of-town" guests will be charged a guest fee of \$15.00, which fee is subject to change.
4. **INITIAL CONSULTATION.** Member may receive a basic initial consultation with a staff member which will include information on how to use major exercise areas, not all, of the Club's equipment/machines. The Club in no way warrants that this is the type of regimen or exercise to be used by the member and the Club expressly disclaims any liability as a result of the initial consultation. Member agrees and acknowledges that he/she will consult with a certified trainer and/or doctor at his/her sole cost for further recommended exercise routine without Club supervision.
5. **EXERCISE CLOTHING.** Members are required to wear gym shorts with a-chin or sweat socks. Members are further required to wear sweat socks and soft-soled gym shoes at all times in the exercise area. No other type of clothing will be permitted without specific approval of the Club manager. Swimsuits are not allowed in the exercise area. Swimsuits shall be worn at all times in the sauna and pool areas.
6. **TIME USE OF EQUIPMENT.** Member agrees to follow designated time use of all machines exactly as prescribed. Maximum time use will be allowed on certain specified machines.
7. **EQUIPMENT MALFUNCTIONS.** Member understands that the equipment may, from time to time, be out of order. When special factory parts must be ordered, some units may be out of order for several weeks. When this occurs, the member agrees to follow a regulated substitute program.
8. **SAFETY FIRST REGULATIONS.** Member will not start a machine or other device until in position and will follow directions exactly as prescribed by an instructor/manufacturer.
9. **UNAVAILABILITY OF FACILITY OR SERVICES.** Should the Club or all of the services no longer be available at the location in which member enrolls due to fire, condemnation, loss of lease, act of God, catastrophe, or sale, the Club will have the right, at its option, to extend member's membership for a period of time of such unavailability, or at the Club's option, member may be transferred to another "similar health club facility" within 25 miles of your residence in connection therewith.
10. **NO CHILDREN ALLOWED.** No children will be allowed in the premises, except children in the Playroom. Children shall be defined to mean any person under the age of 14. At the Club's sole discretion, the age may change, without recourse by member.
11. **COMPLIANCE WITH RULES AND CONDUCT OF MEMBER.** Member agrees to be subject to the control and guidance of the Club staff while on the premises and will follow instructions of Club personnel. Member agrees to conduct himself or herself in a quiet, well-mannered fashion while on the premises and reserve all criticism of any major kind about other Club members, guests, or Club personnel until in a private office with the Club manager. Member agrees to obey all rules and conditions of membership contained in this Agreement or as they may change in the future as adopted and/or published by the Club. At the Club's sole discretion, the Club reserves the right to revoke or terminate membership if the member fails to keep and obey any such rules and conditions.
12. **USE OF FACILITY BY MEMBERS.** Member agrees and represents on behalf of himself/herself and all the family members that all exercise, activities and use of all Club facilities shall be undertaken at each member's own risk, that each member is in good physical condition and physically able to undertake any and all physical exercise and activities provided by the Club; and that the corporation which owns the Club and/or any affiliated companies and/or their respective agents and employees shall not be liable for any claims, demands, injuries, damages, actions or causes of action to members or their property, which arise wholly or partially due to the negligence of a member, acting out of, or connected with, the use of any services and/or facilities of such corporation or of any affiliated companies and their respective agents and employees from all such claims, injuries, damages, actions or causes of action. In case of an accident, member agrees on behalf of himself/herself and all family members that injured party will be examined at member's sole expense by a licensed physician who shall report in writing to both the injured party and the corporation owning the Club.
13. **DAMAGE TO FACILITIES.** Member agrees to pay an extra charge for damage arising from any careless use of equipment, or dropping of weights, etc. caused by member.
14. **PERSONAL PROPERTY.** The Club, the corporation owning the Club, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any member.
15. **AMENDING OF RULES.** The Club reserves the right to amend, add and/or adopt new rules and conditions at the Club's sole discretion as it may deem necessary for the proper management of the Club.
16. **WARRANTIES.** Member agrees that no warranties, representations or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to member except for those written therein or in writing, signed by an officer of the corporation owning the Club.
17. **FACILITIES INCLUDED.** This membership includes the use of all facilities of the Club location shown on the face of this Agreement, including overnight lockers, towels, non-tanning beds, Playroom and personal-tanning. The Club may from time to time, allow member to use other Clubs related to ownership, but shall not be contractually obligated to do so, nor to continue to do so even though such privileges shall be extended to member on one or more occasions. Towels are to be furnished by each member for his/her own use. The Club reserves the right to add towels, or any other services in the future and charge a reasonable amount therefor.
18. **PLAYROOM.** The Club may provide, at its sole discretion, baby-sitting services from time to time. Said services, if provided, are not to be viewed as a part of member's Agreement privileges. Said services may be entirely discontinued at the option of the Club, and hours, limitations, conditions, and terms of operation may be established and/or amended at the Club's sole discretion. Club may change the amount of charge from time to time at its sole discretion.
19. **INCIDENTAL PROGRAMS AND SERVICES.** Member acknowledges that member is purchasing a membership in a physical fitness facility. The Club may provide at its sole discretion, programs (such as dance exercise programs), facilities, services or equipment incidental or related to physical fitness. The Club shall not be required to continue any particular programs, facilities, services or equipment as part of its contractual obligations hereunder and may discontinue, change or modify the same at its sole and absolute discretion, without recourse by member.
20. **MONTHLY MEMBERSHIP TRANSFERABILITY AND FREEZING.** The balance of your monthly membership, excluding paid in full, corporate or family add-on, may be transferred to another party provided the transferee signs a Membership Agreement with the Club for the balance of your contract term, plus a period of one (1) year. There will be a \$25.00 non-refundable transfer charge and must be paid in full along with the first month's cost of the membership at the time of transfer. The Club, at its sole discretion, may allow you to freeze your membership, one time, for a period of no longer than three (3) consecutive months. There will be a \$10.00 processing fee that must be paid at the time the freeze is requested. However, the Club reserves the right to discontinue its ability to transfer or freeze any membership at any time without notice and without recourse by member. There will be a maximum of three (3) months free added to your contract term for the number of months approved for the freeze, not a cessation of billing.
21. **SMOKING.** Smoking is not permitted in any part of the Club, including the Locker Room area and pool area.
22. **SERVICE DESK AREA.** No members are allowed behind the service desk.
23. **FOOD/BEVERAGES.** No food, alcoholic beverages or non-prescription drugs, including anabolic steroids, are allowed on the premises of the Club, except food and beverages purchased from and consumed at the Club.
24. **WEIGHTS.** Weight plates must be returned on the weight racks after each use. Please DO NOT lean the weight plates against the equipment or lay them on the floor or against any walls.
25. **CHALK.** No chalk or baby powder is permitted on the workout area.
26. **WEIGHT BELTS.** Weight belts must be removed before using equipment with seats.
27. **LOCKERS.** Lockers are available for your use while visiting our facility. However, locks will not be provided. If you bring your own lock, you must remove it before you leave. If a member's lock is left on a locker after the member has left the Club, the lock will be subject to removal and the Club is not obligated to replace the lock.
28. **LANGUAGE/BIAS/DISCRIMINATION.** No profanity, granting or offensive body odor is allowed on the Club's premises.
29. **TRAVEL PASSSES.** Gold's Gym Memberships are not transferable to other Gold's Gyms. You may, however, visit other Gold's Gyms 50 miles or more and receive up to 14 days per calendar year of free workouts with a valid Travel Membership Card obtained from your Gold's Gym of membership prior to traveling (except in the state of Hawaii).
30. **PERSONAL INFORMATION.** Information and material of a personal or private nature that is acquired directly or indirectly from a buyer including but not limited to, answers to tests or questionnaires, photographs, or background information, shall be returned by the seller to the buyer by regular mail within thirty days after the expiration of the contract or after the expiration for any reason of the service to be rendered by the seller.
31. **INSTRUCTIONS ON ASSIGNMENT:** You understand that you have signed an installment promissory note. Your failure to use the Membership or facilities does not relieve you of your liability for payment and your Membership is absolutely non-transferable, assignable, except as provided otherwise in this Agreement. You understand the Seller shall be entitled to sell, transfer, discount or assign the Agreement to a financial institution or other entity without consent of the Buyer. You also understand and agree that the Club may be sold or relocated within 5 miles of your residence and this Agreement shall be binding and enforceable.
32. **WARNING:** If you have a history of heart related disease, you should consult a physician before purchasing a Membership. A person entitled to Membership privileges under this Agreement who has a history of heart-related disease also should consult a physician before utilizing the programs and facilities of the Seller.
33. **LAW APPLICABLE:** Kentucky state law governs this Agreement.
34. **INVALID PROVISION:** The provisions of this Agreement are severable. If any provision of this Agreement is declared to be void, invalid or unenforceable, it is the intention of all parties to this Agreement that the remainder of the Agreement will remain valid and enforceable.
35. **PAYMENT LIABILITY.** If more than one Buyer is signing this Agreement, each Buyer is jointly and severally responsible to fully perform all obligations under this Agreement. It is Buyer's responsibility to know whether this Agreement is in default for non-payment or any other reason.
36. **LATE PAYMENT:** If we receive a payment after the date it is due, there will be a late charge assessed in the amount of \$20.
37. **NO WAIVER OF RIGHTS:** Seller does not waive its rights to have future payments made when due if Seller accepts a late or partial payment or delays the enforcement of its rights on any occasion.
38. **APPLICATION OF PAYMENTS:** Seller will apply all payments received to pay the installments (including late charges, if any) in the order in which they are scheduled to be paid.
39. **DISHONORED CHECK FEE:** If a check, draft, or order for the payment of money on any bank or other depository submitted by Buyer to Seller as payment is not honored by the bank, then Seller may add a fee of \$25.00 or an amount equal to the actual charge by the depository institution for the return of any dishonored instrument, whichever is greater, to the original balance under this Agreement.
40. **DEFAULT:** You are in default and your Membership can be terminated if the following occurs: (A) We do not receive an installment payment from you or your bank or credit card company on or before the date it is due; or (B) You fail to fulfill any obligations or promises under this Agreement including but not limited to full compliance with Club Rules and Regulation. A member must have any and all Gold's Gym agreements, including but not limited to his/her Gold's Spa Membership, in good standing in order to enter the gym. The Gym reserves the right to deny entry to any member whose account(s) is delinquent.
41. **ACCELERATION OF PAYMENTS:** If you are in default in the Agreement, Seller can immediately terminate this Agreement and demand payment of all unpaid installments.
42. **ATTORNEY'S FEES AND COURT COSTS:** If your failure to pay any or more of the installments due under this Agreement results in Seller's retaining an attorney or collection agency for the collection of the installments due hereunder, you shall be responsible for the payment of attorney's fees, court costs and/or attorney's fees incurred.
43. **INTENTIONALLY LEFT BLANK**
44. **ADDRESS CHANGES:** Member agrees to notify the club of any mailing address changes within 10 days of such change.

Date 5/9
 KENTUCKIANA
 COUNTY ATTORNEY Reporter MD Exhibit # 5
 Case _____
 Deponent Parker Allen

EXHIBIT

3-E